

REQUEST FOR QUALIFICATIONS (RFQ)
ARCHITECTURAL & ENGINEERING SERVICES FOR
VARIOUS MUNICIPAL BUILDINGS ON AN AS-NEEDED
BASIS (HOUSE DOCTOR CONTRACT)

RFQ #15-47



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:
NOVEMBER 19, 2014
DUE BY:
DECEMBER 17, 2014 BY 11:00AM

DELIVER TO:

City of Somerville
Purchasing Department
Attn: ANGELA M. ALLEN
93 Highland Avenue
Somerville, MA 02143

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**ARCHITECTURAL & ENGINEERING SERVICES FOR VARIOUS
MUNICIPAL BUILDINGS ON AN AS-NEEDED BASIS
(HOUSE DOCTOR CONTRACT)
RFQ #15-47**

RESPONDENTS' CHECKLIST

Please ensure all documents listed on this checklist are included, and/or acknowledged, with your submission. Failure to do so may subject the proposer to disqualification.

_____ Respondents' Checklist

_____ Qualifications and Non-Price Proposal with the following headings:

1. Letter of Introduction _____
2. Summary of Qualifications _____
3. Design Team _____
4. Design Documents and Cost Estimates _____
5. Bidding/Construction Administration Services _____
6. Project Closeout Services _____

_____ Standard Designer Application Form for Municipalities and Public Agencies not within Designer Selection Board (DSB) Jurisdiction (Updated May 2014)
<http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/designer-selection-process/dsb-forms-instructions-and-manuals/forms/>

_____ City of Somerville Forms

1. Past Performance/Reference Form _____
(please include contact names and e-mail addresses for references on the Standard Designer Application that are for projects similar to this one)
2. Certificate of Non-Collusion and Tax Compliance _____
3. Certificate of Signature Authority _____
4. Somerville Living Wage Form _____
5. Certificate of Good Standing _____
(will be required of awarded Vendor; please furnish with bid if available)
6. Insurance Specifications _____
(bidders to review and include in bid package; furnish sample certificate with bid if possible)

_____ Acknowledgement of Addenda (on addendum cover sheets, if applicable)

_____ Fee and Rates Breakdown (in separately sealed envelope marked "Rate Schedule")

CITY OF SOMERVILLE MASSACHUSETTS

**SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143**

**REQUEST FOR QUALIFICATIONS (RFQ)
ARCHITECTURAL & ENGINEERING SERVICES FOR VARIOUS MUNICIPAL
BUILDINGS ON AN AS-NEEDED BASIS
(HOUSE DOCTOR CONTRACT)
RFQ #15-47**

**SECTION 1.0
GENERAL INFORMATION ON SUBMISSION PROCESS**

1.1 General

Sealed Statement of Qualifications (SOQ) will be received on or before **11:00AM, on December 17, 2014.**

When submitting qualifications, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

**Purchasing Department
Attention: Angela M. Allen, Director
City of Somerville
93 Highland Avenue
Somerville, MA 02143.**

It is the sole responsibility of the Applicant to insure that the submission arrives on time at the designated place. Late submissions will not be considered, and will be returned.

Responses submitted must be an original.

One (1) original and five (5) copies, plus a CD/DVD with the complete submission shall be submitted by the deadline.

Electronic copies are to be submitted on CD-ROM saved in Microsoft Word or Adobe Acrobat format. ("Read only" files are acceptable). All disks shall be virus checked prior to submission.

A complete response consists of all documents listed on the Respondent's Checklist.

The signature of the Applicant's authorized official(s) must be provided on the cover letter and all the proposal forms. **An unsigned letter or one signed by an individual not authorized to**

bind the Applicant will be disqualified.

The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.

The successful Applicant must be an Equal Opportunity Employer.

All information in the Applicant's response should be organized and presented in a clear / concise format, as outlined in the Respondent's Checklist. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Applicants should not make claims to which they are not prepared to commit themselves contractually.

There must be no mention of the applicant's fee(s) in the non-price submission. Such mention of applicant's and/or its sub-applicant's fees will subject the submission to disqualification.

A rate schedule shall be submitted in a separately sealed envelope, clearly marked with your firm's name and "Rate Schedule – RFQ #15-47." The Fees and Rates Breakdown form is found in Section 4 of this RFQ.

The solicitation may be obtained online via the Purchasing web page at <http://www.somervillema.gov/departments/finance/purchasing/bids> or by request from the Purchasing Department on and after November 19, 2014 between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

1.2 Questions

Questions concerning this solicitation must be submitted in writing to: Angela M. Allen, Purchasing Director, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 before **December 10, 2014 at 12:00 noon EST.**

Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to amallen@somervillema.gov.

Answers will be provided in writing only, via an addendum, as noted below.

If any prospective respondents contact anyone employed by the City, outside of the Purchasing Department, regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.3 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. The City will post

addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>).

A link to all addenda will be emailed to all prospective applicants on record as having picked up the solicitation. **Prospective applicants are highly encouraged to contact the Purchasing Department (purchasing@somervillema.gov) to register as a bid document holder to automatically receive addenda notifications as soon as they are issued.**

It is the responsibility of the respondent to also monitor the bid portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>.

No changes may be made to the solicitation documents by the Applicants without written authorization and/or an addendum from the Purchasing Department.

1.4 Pre-Submission Briefing Session

A pre-submission briefing session will not be scheduled for this RFQ.

1.5 Evaluation of Responses

The Mayor, working through the Capital Projects and Planning Department (CPPD) and Purchasing, has established or will establish a selection committee (the "Committee") to review and evaluate design proposals, interview short-listed candidates, and recommend to the Mayor a design firm to undertake the project.

1.6 Bidding Schedule

Key dates for this Invitation for Bid:

RFQ Issued	11/19/14
Deadline for Submitting Questions to RFQ	12/10/14 – 12:00 PM
Briefing Session	N/A
Responses Due and Opened	12/17/14 – 11:00 AM
Interview of Short-listed Respondents	January 2015
Anticipated Contract Award	February 2015
Services Commence	"As-Needed"
Contract Completion Date	February 2016 w/ 2-year option

1.7 Time for Acceptance of Responses to RFQ

The CPPD may select more than one of the highest-rated firms for the categories identified in the Scope of Services. A separate contract will be awarded to each recommended firm. The

City intends to enter into a contract after the final selection of the highest-rated firms.

1.8 Unforeseen Office Closure

If, at the time of the scheduled deadline for submission of responses, Somerville City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Responses will be accepted until that date and time.

Note: late deliveries of mail services (including but not limited to USPS, FedEx, UPS, DHL) are not the responsibility of the City. Respondents shall allow sufficient time for responses to be delivered to the City of Somerville's Purchasing Department.

1.9 Modification or Withdrawal of Responses, Mistakes, and Minor Informalities

An Applicant may correct, modify, or withdraw a response by written notice received by the City of Somerville prior to the time and date set as the deadline for submission responses. Modifications to a response must be submitted to the City's Purchasing Department in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence, and must reference the original solicitation.

After the deadline for responses to this RFQ, an applicant may not change any provision of the response in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the applicant will be allowed to correct them. If a mistake and the intended response are clearly evident on the face of the response, the mistake will be corrected to reflect the intended correct response, and the applicant will be notified in writing; the applicant may not withdraw the bid. An applicant may withdraw a response if a mistake is clearly evident on the face of the response, but the intended correct response is not similarly evident.

1.10 Right to Cancel/Reject Bids

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids (i.e. responses), if the City determines that cancellation or rejection serves the best interests of the City.

SECTION 2.0 SCOPE OF SERVICES

2.1 Scope of Services

The City of Somerville, through its CPPD and Purchasing Department, is seeking SOQ's from qualified design firms to provide on-call or "House Doctor" consulting services for various Municipal Buildings and sites within the City of Somerville. The contract period will be for a maximum period of three years. Contracts are anticipated to be one year contracts with options to extend through year two and three. The scope of work includes investigating, evaluating, and preparing certifiable assessments, studies and/or final design and construction administration services for renovation, alteration, modernization, and/or additions to various facilities and sites.

The scope of services generally consists of investigating, evaluating, and preparing certifiable assessments, studies, and final design and construction administration services for renovation, alteration, modernization, and additions to various facilities and sites including:

1. Investigation and assessment of the nature and severity of a particular problem or condition.
2. Documentation of existing condition(s).
3. Proposal of recommended solution(s).
4. Development of recommended solution(s) to pre-schematic design with an outline specification and detailed cost estimate and/or prepare construction documents and perform construction administration.
5. Building or facilities assessment in conjunction with establishing a detailed scope and budget for a planned future capital improvement project.
6. Documentation of recommended capital improvement project in report form with a detailed scope of work and cost estimate.

If the selected Designers are appointed for final design, the general scope of work and requirements will be defined by the certifiable building study and the current version of the contract between the City of Somerville CPPD and the Designer for Professional Design Services.

2.2 Categories to Be Procured Under This RFQ

1. **Architecture / Interior Architecture / Design:** Assessment, study, design and construction administration of architectural renovation and repairs. Interior architectural design renovations and repairs or survey, assessment, study, design and administration of procurement and installation of furnishings and equipment.
2. **Landscape Architecture / Civil Engineering / Surveying and Mapping Services:** Assessment, study, design and construction administration of landscape architectural and/or civil engineering assignments, renovation and repairs. Topographical mapping, property and/or site surveying assignments.
3. **Environmental Engineering and Testing:** Assessment, testing, risk characterization,

monitoring, design and construction administration of potential site and building hazardous materials conditions, contamination and abatement/remediation.

4. **Property Development Services:** Property surveys, site\building layouts, estimating proposed developments and consultation services.

2.3 Required Team Personnel / Additional Information

1. **Architecture / Interior Architecture / Design:** Assessment, study, design and construction administration of architectural renovation and repairs. Interior architectural design renovations and repairs or survey, assessment, study, design and administration of procurement and installation of furnishings and equipment.
 - a. Project Location: Various City of Somerville Municipal Sites
 - b. Awarding Agency: Capital Projects and Planning
 - c. Appropriation Source: Various (To Be Determined)
 - d. Available Amount: To be Determined as Specific Projects are Identified and Funding is Appropriated
 - e. Estimated Construction Cost: As Determined by Assessments/Studies
 - f. Services Authorized:
 - i. Certifiable Building Study or Facility Assessment
 - ii. Schematic Plans, Outline Specifications and Cost Estimate
 - iii. Recommendations for furnishings and equipment that meet owner's requirements
 - iv. Furniture layouts - new and existing
 - v. System furniture layouts – coordination with all finishes, lighting, electrical and data requirements
 - vi. Provide interior design schemes that identify finishes and colors. Design schemes will require presentations of necessary graphics to illustrate recommended materials, colors, locations and layouts.
 - vii. Design Development Plans, Specifications and Cost Estimate
 - viii. Construction Plans, Specifications and Cost Estimate
 - ix. Administration of Construction Contract
 - x. Assist the City with Community Presentations
 - g. Unless otherwise agreed to in advance, Total Fee (excluding authorized reimbursable expenses) will be negotiated for each specific assignment based on scope of work and services authorized, and shall be a Not to Exceed Fee based on the CPPD Fee Schedule.
 - h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - i. Architect (Prime)
 - ii. Interior Architect or Designer
 - iii. Landscape Architect
 - iv. Civil Engineer
 - v. Structural Engineer

- vi. Mechanical Engineer(s) (MPFP)
- vii. Electrical Engineer (E/FA)
- viii. Code Consultant (independent consultant required)
- ix. Specifications Writer
- x. Cost Estimator (independent consultant required)

2. **Landscape Architecture / Civil Engineering / Surveying and Mapping Services:** Assessment, study, design and construction administration of landscape architectural and/or civil engineering assignments, renovation and repairs. Topographical mapping, property and/or site surveying assignments.

- a. Project Location: Various City of Somerville Municipal Sites
- b. Awarding Agency: Capital Projects and Planning
- c. Appropriation Source: Various (To Be Determined)
- d. Available Amount: To be Determined as Specific Projects are Identified and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies
- f. Services Authorized:
 - i. Certifiable Building/Site Study or Facility Assessment
 - ii. Certifiable Property and/or Site Survey
 - iii. Topographical Mapping
 - iv. Schematic Plans, Outline Specifications and Cost Estimate
 - v. Design Development Plans, Specifications and Cost Estimate
 - vi. Construction Plans, Specifications and Cost Estimate
 - vii. Administration of Construction Contract
- g. Unless otherwise agreed to in advance, Total Fee (excluding authorized reimbursable expenses) will be negotiated for each specific assignment based on scope of work and services authorized, and shall be a Not to Exceed Fee based on the CPPD Fee Schedule.
- h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - i. Landscape Architect (Prime or consultant to civil engineer)
 - ii. Civil Engineer (Prime or consultant to landscape architect)
 - iii. Surveyor

3. **Environmental Engineering and Testing:** Assessment, testing, risk characterization, monitoring, design and construction administration of potential site and building hazardous materials conditions, contamination and abatement/remediation.

- a. Project Location: Various City of Somerville Municipal Sites
- b. Awarding Agency: Capital Projects and Planning
- c. Appropriation Source: Various (To be Determined)
- d. Available Amount: To be Determined as Specific Projects are Identified and Funding is Appropriated
- e. Estimated Construction Cost: As Determined by Assessments/Studies

- f. Services Authorized:
 - i. Certifiable Building Study or Facility Assessment
 - ii. Schematic Plans, Outline Specifications and Cost Estimate
 - iii. Design Development Plans, Specifications and Cost Estimate
 - iv. Construction Plans, Specifications and Cost Estimate
 - v. Administration of Construction Contract
 - g. Unless otherwise agreed to in advance, Total Fee (excluding authorized reimbursable expenses) will be negotiated for each specific assignment based on scope of work and services authorized, and shall be a Not to Exceed Fee based on the CPPD Fee Schedule.
 - h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - i. Environmental Engineer (Prime)
 - ii. Geotechnical/Geo-Environmental Engineer
 - iii. Licensed Site Professional
 - iv. Hygienist
4. **Property Development Services:** Property surveys, site\building layouts, estimating proposed developments and consultation services.
- a. Project Location: Various City of Somerville Municipal Sites
 - b. Awarding Agency: Capital Projects and Planning
 - c. Appropriation Source: Various (To be Determined)
 - d. Available Amount: To be Determined as Specific Projects are Identified and Funding is Appropriated
 - e. Estimated Construction Cost: As Determined by Assessments/Studies
 - f. Services Authorized:
 - i. Certifiable Building Study or Facility Assessment
 - ii. Schematic Plans, Outline Specifications and Cost Estimate
 - iii. Design Development Plans, Specifications and Cost Estimate
 - iv. Construction Plans, Specifications and Cost Estimate
 - v. Administration of Construction Contract
 - g. Unless otherwise agreed to in advance, Total Fee (excluding authorized reimbursable expenses) will be negotiated for each specific assignment based on scope of work and services authorized, and shall be a Not to Exceed Fee based on the CPPD Fee Schedule.
 - h. Required Team Personnel: Applications must indicate the following prime and consultant personnel:
 - i. Property Development Specialist (Prime)
 - ii. Architect
 - iii. Civil Engineer
 - iv. Structural Engineer
 - v. Mechanical Engineer(s) (MPFP)
 - vi. Electrical Engineer (E/FA)

- vii. Code Consultant (independent consultant required)
- viii. Cost Estimator (independent consultant required)

2.4 Specifications and Proposal Requirements

Each Statement of Qualifications will contain a table of contents with the following headings and corresponding content:

1. Letter of Introduction
2. Summary of Qualifications
3. Design Team
4. Design Documents and Cost Estimates
5. Bidding/Construction Administration Services
6. Project Closeout Services
7. Standard Designer Application Form

A response that does not provide the information and documentation requested may be deemed nonresponsive and thereafter rejected.

1. **Letter of Introduction** – Signed by a principal in the firm serving as the lead applicant on the application. The applicant must certify in the Letter of Introduction that it meets the following minimum requirements. Be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered architect or engineer responsible for and being in control of the services to be provided pursuant to the Contract.

In the event that the City receives financial assistance for this project from the Commonwealth of Massachusetts, the Applicant must be prepared to comply with all the necessary requirements pursuant to M.G.L. Chapter 7C, Section 6.

The Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office, and at the required participation levels for minority business enterprises and women-owned business enterprises.

2. **Summary of Qualifications** – Include the firm's organizational capacity and strengths. List at least three but no more than six relevant projects with a brief description of the challenges, strategies and measures incorporated on each job and include a client reference for each. Include information on the variance between the firm's construction cost estimates and actual bid pricing.
3. **Design Team** – Identify the members of the team (including consultants) for the categories of work identified under "2.3 Required Team Personnel / Additional Information." State the firm's name, individual's name, professional registration or license number as applicable, and whether or not the firm is certified by the Commonwealth of Massachusetts Supplier Diversity Office (SDO) as an MBE and/or WBE. Include a summary of each team member's experience, role on the team for this project, and approximate percentage of time available for house doctor projects. A resume or CV of each proposed team member shall be included in the respondent's submission.

4. **Design Documents and Cost Estimates** – Discuss how the firm will develop a comprehensive and sustainable program for projects completed under a house doctor contract and how any cost estimates and bid documents would be accurate, complete and well-coordinated. Firms should provide documentation that supports construction estimates have been accurate and complete.
5. **Bidding and Construction Administration Services** – Discuss your Design Team’s approach to bidding and construction administration services. Submittal should focus on the team’s ability to document appropriate items during construction with a focus on protecting the City from unanticipated claims or change orders and completing projects on time.
6. **Project Closeout Services** – Discuss respondent’s approach to project closeout services. The City’s expectations on this project include (at a minimum): punch list inspection and follow-up; final inspection and certification; coordination of warranties; energy efficiency credit documentation; O&M documentation and training; and coordination and delivery of as-built record drawings.
7. **Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014).** In addition to the above-listed components of the qualifications narrative, applicants shall complete and submit this form as developed by the Designer Selection Board of the Commonwealth of Massachusetts. The form is attached in Appendix B. It may be obtained online at:
<http://www.mass.gov/anf/docs/dcam/dlforms/dsb/14-5-12-dsb-application-form.pdf>

2.5 Selection Criteria

The selection process will include an evaluation procedure based on the criteria identified below.

Following the rating of all fully responsive submissions, the Selection Committee may identify, or “short-list,” applicants with the highest ratings by the Committee. The Committee may choose to interview the short-listed applicants.

The Selection Committee will consider (at a minimum) the following items as each of the teams are reviewed:

- Training/educational background of all project personnel, including professional experience above and beyond the minimum qualifications.
- Depth of experience with municipal projects. Experience with historic building preservation/restoration or rehabilitation projects.
- Identity and qualifications of all project personnel.
- Strength and credibility of client references.
- Completeness of submission.
- Geographical proximity of the consultant to the City.
- Excellence of oral and written communication skills.
- Willingness and capability to participate in and/or manage community outreach as determined to be necessary by the City.

- Experience in implementing green energy systems and/or finishes into projects.

2.6 Comparative Evaluation Criteria

Comparative Evaluation Criteria will be applied uniformly to all proposals. A copy of the evaluation form has been included in this package.

2.7 Selection Process

All proposals will be reviewed and rated by the Designer Selection Committee ("the Committee"). The Committee will rate and rank all teams and make a recommendation to the Mayor to enter into a contract with the highest ranked firm(s).

Prior to its recommendation to the Mayor, the Committee may choose to select applicants to be interviewed ("the short list"). The Purchasing Director will notify all applicants of the names of the applicants selected for the short list. The short-listed applicants will be notified, either by e-mail or telephone, of the date, time and place for their interviews and any other pertinent information related thereto.

Within a reasonable period of time after the last interview, the Committee will forward to the Mayor its recommendation of the final ranking of the short-listed applicants. The list will be accompanied by a written explanation of the ranking including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

The Mayor may, at the Mayor's sole discretion, interview the applicants on the short list. The Mayor may exclude any team(s) from the short list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file.

2.8 CPPD Designer Fee Schedule (Effective January 1, 2015)

ARCHITECTURAL/ENGINEERING SERVICES, MULTIPLE DISCIPLINES NEW CONSTRUCTION

	<u>A</u>	<u>B</u>	<u>C</u>
Estimated Construction Cost	<u>Rate %</u>	<u>Rate %</u>	<u>Rate %</u>
Up to \$100,000.00	9.00	11.00	13.00
Up to \$250,000.00	8.25	10.55	12.62
Up to \$500,000.00	7.00	10.10	12.00
Up to \$750,000.00	6.75	9.55	11.40
Up to \$1,000,000.00	6.50	9.00	10.80
Up to \$2,500,000.00	6.00	8.00	9.35
Up to \$5,000,000.00	5.00	7.00	8.50
Up to \$10,000,000.00	4.75	6.33	8.00
Up to \$15,000,000.00	4.50	6.00	7.80
Up to \$30,000,000.00	4.30	5.80	7.50
Up to \$100,000,000.00	4.00	5.50	7.00

ARCHITECTURAL/ENGINEERING SERVICES, MULTIPLE DISCIPLINES RENOVATION

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Estimated Construction Cost	<u>Rate %</u>	<u>Rate %</u>	<u>Rate %</u>	<u>Rate %</u>
Up to \$100,000.00	9.50	12.20	14.50	9.00
Up to \$250,000.00	8.85	11.30	13.30	8.30
Up to \$500,000.00	8.25	10.60	12.40	7.70
Up to \$750,000.00	7.80	10.00	11.80	7.20
Up to \$1,000,000.00	7.70	9.90	11.70	7.10
Up to \$2,500,000.00	7.40	9.70	11.50	6.70
Up to \$5,000,000.00	6.45	8.50	10.00	6.20
Up to \$10,000,000.00	5.80	7.70	9.00	5.50
Up to \$15,000,000.00	5.60	7.40	8.50	
Up to \$30,000,000.00	5.30	7.20	8.30	
Up to \$100,000,000.00	5.00	7.00	8.10	

- "A" RATE DESIGN SERVICES on Structures of Simplest Architectural Character, such as Utility Buildings, Garages, Warehouses.
- "B" RATE DESIGN SERVICES on Structures of More Complex Architectural Character, such as Schools, Libraries, Theaters, Police Stations, Fire Stations, Recreation Buildings, Health Centers, Municipal Service Buildings, Offices.
- "C" RATE DESIGN SERVICES on Structures of Highly Developed Architectural Character or Requirements, such as Laboratories, Museums, Monument Work.
- "D" RATE DESIGN SERVICES, REPAIR/RENOVATION, of Limited Complexity, Primarily Single Discipline (A or E), I.e. Reroofing, Masonry Repairs/Repainting, Window Replacement, New Fire Alarm, Boiler Replacement, Fire Protection.

SECTION 3.0

AWARD OF CONTRACT

The City may award a contract to the responsive and responsible Applicant(s) deemed to be the most highly qualified based on the evaluation procedures and fee negotiations described herein. The City reserves the right to reject any and all responses if it determines that it is in the best interest of the City to do so. The City anticipates the award of multiple contracts as a result of this RFQ.

The City's standard contract for design services for public construction projects is attached in Appendix C.

SECTION 4.0 FORMS

4.1 Required Submissions (included with response)

4.1.1 Past Performance / Reference Sheet

Note: Respondents may cross-reference data already provided on Standard Designer Application; contact names, phone numbers and e-mail addresses are required by the City of Somerville.

4.1.2 Non-Collusion & Tax Compliance Form

4.1.3 Certificate of Signature Authority

4.1.4 Somerville Living Wage Ordinance Form

4.1.5 Vendor TIN Certification Form

4.1.6 Fees and Rates Breakdown (submit this form in separately sealed envelope)

4.2 Required Submissions (to be provided post award)

4.2.1 Certificate of Good Standing: requirement is included in this solicitation.

4.2.2 Insurance Certificate: As outlined on attached form included in this solicitation, must be provided by the **awarded vendor** within

PAST PERFORMANCE / REFERENCE SHEET

The City requires that the team demonstrate experience providing similar services for a minimum of four (4) projects for other Municipalities. Note: Comparative Evaluation Criteria includes additional points if more than four (4) references are provided.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
POC* Name & Title	
Telephone	
Fax	
Email	
Summary of supplies or services provided	

*Point of Contact of firm/agency providing reference. POCs shall be individuals that worked directly with the applicant.

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

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Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be on or after Date Officer Signed Contract/Bonds)



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

_____,
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (**check one**) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than \$12.05 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form:____
Contract Number:_____

CITY OF SOMERVILLE

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security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor:_____

Date: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of **7/1/2014** is **\$12.05** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN

Signature

Printed Name of Person signing

Company

Date



CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. PROFESSIONAL LIABILITY.....\$ 500,000.00

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION
BENEFITS PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS
GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

CERTIFICATE SHOULD BE MADE OUT TO:

**City of Somerville
Purchasing Department
93 Highland Avenue
Somerville, MA 02143**

NOTE: If during the life of this contract, your insurance expires; you shall be responsible to submit a new certificate(s) covering the period of the contract. No Payment shall be made on a contract with an expired insurance certificate.

**RFQ 15-47 PRICE SUBMISSION FORM
FEE & RATES BREAKDOWN**

Rates and Fees	Year 1 2/1/2015 to 1/31/2016	Opt. Yr 2 2/1/2016 to 1/31/2017	Opt. Yr 3 2/1/2017 to 1/31/2018
Engineering Services: (show hourly rate)			
Principal			
Associate			
Civil Project Engineer			
Structural Engineer			
Project Manager			
LSP Services			
Other (may list on separate page if necessary)			
Architectural Services: (indicate hourly rate)			
Principal/Project Manager			
Associate			
Other (may list on separate page if necessary)			

Acknowledgement of receipt of addenda numbered (list the numbers of addenda received):

Signature of Person Submitting Fee Proposal:

Name and Title (please print): _____

Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

E-Mail: _____ Date: _____

This quotation is submitted in good faith without collusion or fraud with any other person. The Consultant has not employed any person to solicit this award and has not made and will make any payment or any agreement for the payment of any commission, percentage, contingent fee, or other compensation in connection with the procurement of this award from the City.

APPENDICES

APPENDIX A: STANDARD DESIGNER APPLICATION FORM

APPENDIX B: CITY OF SOMERVILLE ARCHITECTURAL/ENGINEERING SERVICES “HOUSE DOCTOR” CONTRACT